

**FILED**

**JUN 29 2016**

**Clerk, U.S. District Court  
Texas Eastern**

IN THE UNITED STATES DISTRICT COURT

EASTERN DIVISION OF TEXAS

ADMINISTRATIVE DIVISION ATTN: RON CLARK CHIEF JUDGE

Jeremy James Hendricks #01491333

777 FM 3497 [Gibb Lewis Unit]

Woodville Texas [75990]

-VS-

Cause No:

6:16cv942  
MHS/KNM

STATE OF TEXAS

D/B/A: D. MATT BINGHAM

100 N. BROADWAY 4<sup>TH</sup> FLOOR

TYLER TEXAS [75702]

PETER KEIM

100 N. BROADWAY 4<sup>TH</sup> FLOOR

TYLER TEXAS [75702]

28 U.S.C. 1331/48 CFR CH 1, 53, 228

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D/B/A: David Pascoe

**SPECIAL NOTICE TO THE COURT**

**Jeremy James Hendricks®**, Sui Juris, is now giving FULL NOTICE OF DISCLOSURE as to my formal request to the CLERK OF TEXAS: IN THE UNITED STATES DISTRICT COURT, EASTERN DIVISION OF TEXAS, MY “SPECIAL VISITATION” made by absolute ministerial right to the UNITED STATES FEDERAL Court pursuant to Rule 8(E) of the Rules of Practice and Procedure as a Restricted Appearance.”

Comes Now, the defendant Jeremy James Hendricks, recorded Case In The 7<sup>th</sup> Judicial District Court, Smith County Texas, a real flesh and blood man, a Citizen and Inhabitant of the County of Smith, Texas by SPECIAL VISITATION In Propria Personam, not general to present this, his Notice and Demand for written proof (verified and demonstrated evidence) of jurisdiction over His Proper Person and over the subject matter in the above entitled cause as known as 007-0967-07.

Jeremy James Hendricks **does not** believe or understand the alleged jurisdiction formally (or currently) imposed upon him, therefore, such written proof must be filed in the official Court record for this cause, and it must also be properly served on the Accused at the lawful mailing location shown at the upper-left-hand corner of this Notice and Demand for Proof of Jurisdiction, in order to be valid and acceptable. The Accused explicitly reserves his fundamental Right to rebut any and all allegations stated in the required (demanded) written proof of jurisdiction.

Such written proof shall be accompanied by a sworn affidavit signed under the penalty of perjury in accordance to the LAWS of the united States of America and the State of Texas to be true, correct, complete and first-hand knowledge.

Said affidavit is to be sealed by the individuals Christian name signature, knowingly, willingly and intelligently. “The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings”, Hagan v. Lavine, 415 U.S. 533. “Therefore, it is necessary that the record present the fact that establishing the jurisdiction of the tribunal”, Lowe v. Alexander, 15 C 296, People v. Board of S.F. Fire Dept., 14 C 479. As the LAW requires such proof to appear on the official record this Citizen of the Commonwealth of Virginia, Demands the STATE OF TEXAS and its Agencies/Agents to produce lawful and legal proof (verified and demonstrated evidence) to its alleged jurisdiction over this Private Citizen, Jeremy James Hendricks®, *Sui Juris*.

Where jurisdiction is denied and squarely challenged, jurisdiction cannot be assumed to exist “sub silentio,” but, must be proven, Hagan V. Lavine, 415 U.S. 528, 533, n.5; Monell V. N.Y., 436 U.S. 633. Mere “good faith” assertions of power and authority (jurisdiction) have been abolished, Owen V. Indiana, 445 U.S. 622; Butz V. Economou, 438 U.S. 478; Bivens V. 6 Unknown Agents, 403 U.S. 388. “A court cannot confer jurisdiction where none exists and cannot make a void proceeding valid. It is clear and well established law that a void order can be challenged in any court” OLD WAYNE MUT. L. Assoc. V. McDonough, 204 U.S. 8, 27 S. Ct. 236 (1907).

**Therefore, it is outside of any courts discretion to lay claim as to any Rule 12(b) Failure to State a Claim to Which Relief Can be Granted decision as said decision would, in fact, be outside the jurisdiction of any court. “A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to**

act, and a court must have the authority to decide that question in the first instance” *Rescue Army V. Municipal Court of Los Angeles*, 171 P2d 8; 331 U.S. 549, 91 L. Ed 1666, 67 S. Ct. 1409.

Any “...departure by a court from those recognized and established requirements of law however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction” *Wuest V. Wuest*, 127 P2d 934, 93

Furthermore, there is a clear distinction between an individual and a corporation, and that the later has the right to stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no duty to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as exists by the law of the land long antecedent to the organization of the State, and can only be taken away from him by due process of law, and in accordance with the constitution. He owes nothing to the public so long as he does not trespass upon their rights, *Hale V. Henkel*, 201 U.S. 43.

If you alleged that this common-law constitutional entity is subject to some statute, rule, or regulation or if you should alleged that this common-law constitutional entity owes some obligation, debt, duty, fee or fine, please state what jurisdiction the statutory agency you represent has over this common-law constitutional entity. **Further, for any and all statute(s), rule(s) or regulation(s) alleged to have authority or power over this common-law constitutional entity, please produce the Signed and Sealed Certificate of Statute by the Supreme Court giving any agency/agent the authority and power to enforce said statute, rule or regulation.**

Please take cognizance of the following court rulings:

- (a) “The law provides that once the State and Federal jurisdiction has been challenged, it must be proven.” *Main V. Thiboutot*, 100 S.Ct. 2502 (1980);
- (a) “Once jurisdiction is challenged, it must be proven.” *Hagans V. Lavine*, 415 U.S. 533;
- (b) “Where there is absence of jurisdiction, all administrative and judicial proceedings are a nullity and confer no right, offer no protection, and afford no justification, and may be rejected upon direct attack.” *Thompson V. Tolmie*, 2 Pet. 157, 7 L.Ed. 381; *Griffith V. Fraizer*, 8 Cr. 9, 3 L.Ed. 471;
- (c) “No sanctions can be imposed absent proof of jurisdiction.” *Standard V. Olsen*, 74 S.Ct. 768; Title 5 U.S.C., Sec. 556 and 558(b);
- (d) “The proponent of the rule has the burden of proof.” Title 5 U.S.C., Sec. 556(d);
- (e) “Jurisdiction can be challenged at any time, even on final determination.” *Basso V. Utah Power & Light Co.*, 495 2<sup>nd</sup> 906 at 910.

Let it be known, until such a time as written proof of jurisdiction is demonstrated and filed in the court record of this case, the Accused shall be entitled to the conclusive presumption that lawful jurisdiction is lacking *In Personam* and *In Rem*. Let this statement serve as Constructive Notice that this common-law constitutional entity, in the eyes of the Law, intends to prosecute to the fullest extent of the Law anyone who infringes its rights as “**officers of the court have no immunity**”, when violating a constitutional right, from liability, for they are deemed to know the law,” *Owens V. City of Independence*, 448 U.S. 1, 100 S.Ct. 2502; *Hafer V. Melo*, 502 U.S. 21. Let this court and all courts of record be

reminded, the Plaintiff does not believe lawful/legal jurisdiction exists or has existed in any court of record past, present, or future.

Furthermore, upon the determination of this court that jurisdiction did and is, in fact, lacking in the cause in question, any act (or future acts) of detention, arrest, incarceration, or physical harm to Jeremy James Hendricks®, *Sui Juris*, a real flesh and blood State Citizen is assigned the minimum monetary values as per precedent established by Trezevant V. City of Tampa, 741 D. 2d 336 (1984), where the court awarded \$25,000.00 per 23 minute period, i.e. \$65,217.91 per hour, plus punitive damages in the amount decided solely by Jeremy James Hendricks®, *Sui Juris*, *Secured Party*. The Secured Party shall pursue damages for injuries via his administrative process and procedures according to the Common Laws of the land.

### International Commercial Affidavit

### PRESENTED AS/UNDER LETTER ROGATORY

This NOTICE under Letter of Rogatory, is in support of the International Instrument, private Agreement(s) and filed W-8 BEN and Executed hereunder as Lawful "PUBLIC NOTICE" UCC § 1-201 (25) (27). This Affidavit is executed under the penalty of perjury; in nature of 28 USC § 1746 (1) expressly without UNITED STATES, i.e., 28 USC § 3002 (15) (a); UCC § 9-307 (8); U.S.C.A. Const. Art 1:8: 17-18, Administered by a commissioned officer(s). This is also my Lawful Notice that all such signatures of mine in the future, with such government or otherwise-adhesion sources, are to be considered as under "TDC" [Threat, Duress and/or Coercion] and/or "without prejudice", whether appearing therewith or otherwise, including banks, licenses, etc. So is it, respectfully demanding that my Constitutional "Privileges and Immunities" (Article 4:2) are apart from 1:8:17-18's Washington, D.C., and shall not by Law be violated ever.

The Secured Party signatory herein is executing this instrument, under his signature, expressly to declare his status as a Non-Resident-Alien in regards to U.S. INC; (ID) "with no duress, in accord the terms of the aforementioned private agreement (Sec U.S.C.A. Const. Art 1: 18:1). Therefore, I the Secured Party duly deposes and says without recourse that the foregoing is true, correct and complete and certain. All within Subject-matter within my International security agreement; Private agreement(s) and specifically filed W-8BEN as public record, supported by this Affidavit, executed this 12<sup>th</sup> day of April, 2016 nunc pro tunc Federal Rule 15c to 20<sup>th</sup> day of September, 2001, nunc pro tunc, the Secured Party's Eighteenth Birthday.

Jeremy James Hendricks  
Jeremy James Hendricks

Affiant & Real Property In Interest UCC § 1-202;

All Rights Explicitly Reserved Without any Recourse & Without Prejudice.

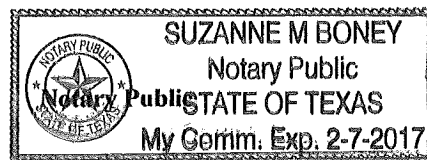
Status as a Non-Resident Alien, Fed. R. Evid. 902 (3)

As a Matter of Substantial Law. \*\*\*\*\* Republic\*\*\*\*\*

Supp... FRCP. 8 E; FRCP 9 (H)

Without the United States INC. UCC § 9-307 (h)

Suzanne M. Boney



### IDENTIFICATION OF MOVING PARTY

By Special Visitation, I, Jeremy James: Sui juris of the Hendricks Family am the Movant [hereinafter] referred to Secured Party/Plaintiff.

Secured Party/Plaintiff is a natural born, free, living, breathing, flesh and blood human with **sentient and moral existence, a real man upon the soil, a juris et de jure, also known as a Secured Party** and an inhabitant, not a United States Citizen. [See Filed Filings Exhibits]. Secured Party/Plaintiff is not a subject of, or to, the Texas Commonwealth Constitution or the United States Constitution, its Ordinances, Statutes, Codes, or Regulations; or subject of, or to the Executive, Legislative, nor Judicial Jurisdiction of its actor(s) agent(s) officer(s), employee(s), or elected officials of Government, **as defined as Corporate.**

### STATUS OF SECURED PARTY

**Secured Party** is currently being held against his will in the location of the TEXAS DEPARTMENT OF CORRECTIONS pursuant to an unconstitutional judgment. **Secured Party** is also a Secured Party/Creditor to JEREMY JAMES HENDRICKS [DEBTOR] or any variations or derivations thereof or therefrom, in any form. [See UCC-1 Filing(s)]. **Secured Party** is Holder-In-Due-Course by recorded Security Agreement, and **holds a Superior Priority Claim** over **JEREMY JAMES HENDRICKS [DEBTOR]**, in any form. **Secured Party** is the record owner and principal Party-In-Interest of the Trade Name(s) JEREMY JAMES HENDRICKS [DEBTOR] or **any variations** thereof or therefrom, in any form. **Secured Party** is the record owner and Principal Party-In-Interest of the following entitled document(s) and related COUNTY OF SMITH, TEXAS Cause No: 007-0967-07; "STATE OF TEXAS" v. JEREMY JAMES HENDRICKS" [SEE FILED UCC-1 STATEMENT and Judgment Sentencing].

### STATEMENT OF ISSUES

1. Petitioner tendered payment and a private administrative remedy to the named Respondent pursuant to the Administrative Procedures Act, which were served upon the Respondent by an impartial third party witness, requesting that case No: 007-0967-07 be set off, settled and closed, and the Respondent obtain a court order for his release from custody and any and all conditions of supervised released, as the matter had been discharged; and in the alternative, upon the Respondent's failure to do so, the Petitioner requested the respondent to provide proof of claim of the court's jurisdiction.
2. Petitioner filed in the commercial registry (UCC file # 40000056166624) under Initial Financing Statement and trust 40000095539398; apostille #filed at the Arkansas Secretary of State Office a LEGAL NOTICE AND DEMAND where the State of Arkansas and its Agencies/Agents agreed "... the undersigned Secured Party is **not** a citizen within; surety for; subject of; and does not owe allegiance, fealty, bond, undertaking, obligation, duty, tax, impost, or tribute to, ... including the "STATE OF TEXAS by whatever name it may currently be known or hereafter named (exclusive of the "State of TEXAS", i.e., "Republic of TEXAS"), and the like. **Now having been filed nunc pro tunc and made a matter of public record."**

3. Respondents agree that their default, which was by their choice, would comprise their agreement with all the terms of this trust contract and his waiver of all rights of recourse, appeal, objection, protest, claim or controversy having had opportunity and failed to plead.
4. Since the above matters have been agreed upon, and the conditions of the contract have been stipulated, **there is no longer a controversy before the court.** The above mentioned stayed in tactic admission throughout all Notices.

#### NOTICE OF VOID JUDGMENT

1. In anticipation of the respondent's objections, which they have waived the right to bring up, petitioner conditionally accepts the respondents failure to credit the defendant's account and obtain an order for his release UPON PROOF OF CLAIM that the tender of the payment did not discharge the obligation pursuant to the law, and proof of claim that his failure to timely point out a defect in the instruments does not lawfully serve as a waiver for the right to do so now.
2. In anticipation of the respondent's objections, which they have waived the right to bring up, Petitioner conditionally accepts the respondent's claim that they did not contract with the Petitioner upon proof of claim that pursuant to the laws of contract Petitioner did not have the right to reasonable reliance upon the respondent's apparent intent as portrayed by her conduct, and UPON PROOF OF CLAIM that in deciding whether a person agreed to a contract, the law DOES NOT gage intent objectively, that is, it DOES NOT evaluate the person's overt acts, words and conduct to decide whether they reasonably signified an intent to enter the transaction.
3. Upon anticipation if the respondent's objections, which they have waived the right to make petitioner conditionally accepts respondent's claim they had no obligation to rebut any of the allegations presented to her, UPON PROOF OF CLAIM of the following:
  - a) That a void judgment cannot be challenged at any time; and
  - b) That a void judgment cannot be challenged collaterally via a private administrative process;
  - c) That it is not the prosecutor's duty and obligation to provide ALL the facts that establish the court's jurisdiction, and place them upon the record – even in a collateral attack against jurisdiction; and
  - d) That the Respondent DOES NOT have an oath of office to uphold the constitutions, which includes due process of law and equal protection under the law; and that their oaths does not require them to correct any constitutional and due process violations.

In order for any government agency, subsidiary or law to be applied to an individual American Citizen, it must be proved or assumed that the government has jurisdiction in this matter over that particular individual for that time. Specifically, before an individual can be charged and convicted with a crime, the government official or agency must prove jurisdiction and present said proof for the official record.

The Court must be one of competent jurisdiction. To have valid process, the tribunal must be a creature of its constitution, in accord with the law of its creation, i.e. (article III judge). Without the limiting factor of a court of competent jurisdiction, all citizens would be in jeopardy of loss of liberty being imposed at any bureaucrat's within. It is conceivable that the procedure could devolve to one in which the accuser, the trier of facts, and the executioner would be one of the same.

All government actors operate in a fiduciary/trustee capacity in particular, and in specific, in a courtroom situation, the court case itself is a trust. The prosecutor(s) are the executor/trustee(s) of the trust; the named defendant, which is always a fictional entity name in all capital letters, is the trust itself. The only courts which the public has access to today are legislative/ administrative courts, which enforce codes and statutes only apply to corporations or other fictional entities, because the Sovereign (the people upon whom the sovereignty rest in this nation), are not named in the codes, and therefore, are not subject to the codes. **These Courts have no jurisdiction over living men.** When the judge and the prosecutor use deceit and trickery to cause the living man to believe he is actually the defendant, **those public officials have breached their fiduciary duties, and breached their contract with the public, and are subject to legal actions.**

### JURISDICTION

Jurisdiction, once challenged, it is to be proven, not by the Courts, but **by the party attempting and/or has asserted jurisdiction.** The burden of proof of jurisdiction lies within the asserter. The Courts [D/B/A: D. Matt Bingham and/or Peter Keim; and/or successor(s)] has had time and 2 different chances to respond, but has gone silent and has refused to answer the CAFV stating violation(s) of accused. [See Exhibit A-C]

Any "...departure by a court from those recognized and established requirements of law however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction " **Wuest v. Wuest, 127 P2d 934,937.** Furthermore there is a clear distinction **between an individual and a corporation**, and that the former has the right to stand upon his constitutional rights as a citizen. He is entitled to carry his private business in his own way. His power to contract is unlimited. He owes no duty to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as exists by the law of the land long antecedent to the organization of the State, and can only be taken away from him.

Therefore, and before you try, it is **outside of any courts discretion to lay claim as to any rule 12 (b)(6) Failure to State a Claim to which relief can be granted decision as said decision would, in fact, be outside the jurisdiction of any court.** "Court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance". [Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 U.S. 549, 91 L. ed 1666, 67 S. Ct 1409.]

### RESCIND OF SIGNATURE

Beneficiary hereby revokes, rescinds and cancels any all signatures, and cancels any all silent or assumed powers of attorney of any parties, known or unknown contracts conferring trusteeship causing the Beneficiary to be placed as a trustee to the Trust. Beneficiary has given unto the Administrative Trustees **POWER OF ATTORNEY OF LIMITED FIDUCIARY DUTY** of that political subdivisions office, such power of attorney is only limited **"TO"** when such claims or allegations are made against the trust for an injury.



## APPOINTMENT OF TRUSTEE

### NOTICE OF FIDUCIARY TRUSTEESHIP DUTY

#### Limited Fiduciary Trusteeship Contract

**This appointment cannot be rejected because appointees are already trustees; this is just a formality.**

I, Jeremy James Hendricks as Grantor and Sole Beneficiary of the JEREMY JAMES HENDRICKS© *Cestui Que Vie* trust, a documented vessel under United States registry, otherwise described as JEREMY JAMES HENDRICKS©" or any alphabetical or numerical variation thereof, a.k.a. (Debtor), make the following declarations.

Beneficiary hereby revokes, rescinds and cancels any and all signatures, and cancels any and all silent or assumed powers of attorney of any parties, known or unknown contracts conferring trusteeship causing the Beneficiary to be placed as a trustee to the Trust. Beneficiary has given unto the Administrative Trustees **POWER OF ATTORNEY OF LIMITED FIDUCIARY TRUSTEESHIP DUTY** of that political subdivision as they have assumed the title of sovereign to hold that political subdivision office. Such power of attorney is only limited "To" when such claims or allegations are made against the trust for an injury.

All government actors operate in a fiduciary/trustee capacity in particular, and in specific, in a courtroom situation, the court case itself is a trust. The prosecutor is the executor/trustee of the trust; the named defendant, which is always a fictional entity named in all capital letters, is the trust itself. The living man is the grantor/sole beneficiary of the all capital letter fictional entity/trust. The only courts which the public has access to today are legislative/administrative courts which enforce codes and statutes, which codes and statutes only apply to corporations or other fictional entities, because the Sovereigns (the people upon whom the sovereignty rests in this nation), are not named in the codes, and therefore, are not subject to the codes. **These courts have no jurisdiction over living men.** When the judge and the prosecutor use deceit and trickery to cause the Living man to believe he is actually the defendant, **those public officers have breached their fiduciary duties, and breached their contract with the public, and are subject to legal action.**

Upon entry of public office the public officers named or otherwise identified herein agreed to such contract under TITLE 28 >PART V >CHAPTER 115 >§ 1746. **Unsworn declarations under penalty of perjury**, USAM TITLE 9 Criminal Resource Manual 1760 Perjury Cases & Title 22 CFR FOREIGN RELATIONS 92.18 Oaths and affirmations defined. Once trustees assume the duty to public offices they now become a trustee and accept limited trusteeship to the people of that National State. As there is a Quasi Contract/Constructive Contract to hold that public office in good faith, said trustee need not to be notified or reminded of their Quasi Contract/Constructive obligation when called upon by the Beneficiary to step into such trusteeship in behalf of the Beneficiary as it would be one from their Administrative Offices that would cause said Trust to be called into question. Any refusal of any Administrative Trustees to accept limited Trusteeship over said Trust upon the request of the Beneficiary would cancel any and all claims or allegations of injury made by any administrative party.

If for any reason a Licensed Practitioner, whether named or unnamed herein, is required to represent the Beneficiary, said Practitioner takes on the role of Trusteeship and therefore takes on the full responsibility of debt and liability of such action, releasing the Beneficiary of any and all claims and damages. Said Practitioner also is required to come under TITLE 28 >PART V >CHAPTER 115 >§ 1746. Unsworn declarations under penalty of perjury, USAM TITLE 9 Criminal Resource Manual 1760 Perjury Cases & Title 22 CFR FOREIGN RELATIONS 92.18 Oaths and affirmations defined, upon entry of said public service to the court.

Although the persons identified herein already hold a fiduciary trusteeship, I find it necessary to point this out to them because they have heretofore ignored their lawful fiduciary duties, and are Acting/have acted in blatant disregard of those duties. Therefore, I, Jeremy James of the family, Hendricks Beneficiary, do hereby **appoint the Prosecutor D/B/A: D. Matt Bingham and Peter Keim and/or their successors, as the principal Fiduciary Trustees, as well as any of/their assistants,** as co-Trustees for any judicial or administrative matter in which the JEREMY JAMES HENDRICKS *Cestui Que Vie* trust may be involved, past, present and future, and specifically for Case No.007-0967-07, and I specifically appoint the Co-Trustees to settle and close the matter of any and all bonds, warrants, securities, hypothecations and related Instruments, hereinafter Accounts/Cases to date of inception, zeroing the account. Whereas, said fiduciary trustees' responsibilities are to exercise scrupulous good faith and candor towards, and for the benefit and on behalf of **JEREMY JAMES HENDRICKS**.

Grantor and Sole Beneficiary of the JEREMY JAMES HENDRICKS© *Cestui Que Vie* trust, the exclusive and limited purpose of accepting and receiving all liabilities, accepting and receiving all service of process and other documents, instruments, bonds or other important papers, to appear and discharge, settle and close all matters material to Trust, the same shall be by order of JEREMY JAMES HENDRICKS©.

Grantor and Sole Beneficiary Of the JEREMY JAMES HENDRICKS© *Cestui Que Vie* trust, or other delegated or appointee of Jeremy James Hendricks, including assignments for or on behalf of the principal **Jeremy James Hendricks**, and to do all other acts requisite to faithfully execute said appointment, fully, faithfully, specially under this appointment.

The trustees assume all responsibility of debt and liability for said Trust. Said Trustees assume all contractual agreements when the Trust comes into question by one of their Administrative Officers who would make claims or allegations of an injury caused by such Trust. Said Trustees assume full responsibility of debt and liabilities of all hidden power of attorney agreements created from the Certificate of Birth or by any other account number given to such Trust by the FEDERAL UNITED STATES as a contract that would be given to that of a UNITED STATES citizen.

**D. Matt Bingham and Peter Keim, and/or their successors**, as Fiduciary Heir, speculation with Trust funds is prohibited in the doctrine of Fiduciary obligation and thereby presents a firm guide to you. The pre-emergence characteristic of speculating, by assuming use of public debt, is a breach of the public trust. In my Acceptance of Public Offering of said Respondent(s) STATE OF TEXAS Cause No: 007-0967-07(accounts), which has been given value and are Exempt from Levy, **I request adjustment to the accounts to zero and release all proceeds, products, accounts,**

any/all fixtures and/or instruments, bonds and order to be sent to the Secured Party. In that, no one is registered in the local chamber/community to operate against this flesh and blood human in commerce.

As an administer of the criminal bonds, you know that all interactions between people (Persons) are commercial undertaking based on Commercial law (contracts), to include any legal proceedings. With this in mind, even any type of legal action, which the corporate individual **D. Matt Bingham and Peter Keim, and/or their successors**, causing the action or sign the order of cause(s), must register their claim(s) in the Commercial Registry, or said individual using an assumed tax exemption of the **CORPORATE DEBTOR, JEREMY JAMES HENDRICKS**, that is named as the defendant thereby causing a fraud.

#### CAVEAT

**D. Matt Bingham and Peter Keim, and/or their successors**, in their individual capacity as well as her appointed capacity has had every chance to respond to the Proof of Claim that was addressed and sent to her by Certified Mail [See Exhibits]. For the Court Record, **D. Matt Bingham and Peter Keim, and/or their successors**, must comply with the Proof of Claim answering each question that has been presented by Affidavit Form and sent back to the Court.

The verified Petition set forth certain fact(s) made inquiries, and provided proposed answers to the inquires for the record. Petitioner provided notices to the Respondent(s) that any failure to answer would be accepted as assent to all claimed facts and answers to inquiries, STARE DECISIS, by Tacit Procuration. As of operation of Law, Respondent(s) are in DEFAULT, admit fault, and assent to all verified claims and answers to inquiry provided in Petitioner's Petition by tacit Procuration.

The Collateral being held in trust, In the Department of Corrections shall be released based on the facts and upon the evidence that has been obtained, for the use of and to obtain the Order for Release by the States entities that shall be utilized to assure the release of said collateral. **If not agree of release of property within 72 hrs.[Regulation Z grace] then a hearing to appoint the Trustee doing business as D. Matt Bingham and Peter Keim and/or their successors but not limited to appoint of any/all judge(s) Agent(s) or appointed Counsel(s) as Co-Trustee.**

From the time **D. Matt Bingham and Peter Keim and/or their successors** and Appointed Judge(s) accepted membership to the STATE OF TEXAS; their citizenship is void accepting the "honour" incapable of holding any office and/or trust or profit. Having a Sworn Oath to a foreign power, their lawful status is that of Alien(s) as articulated in Title 8, U.S.C.A. Sec 1101 (a) (3).

It has been confirmed by people in Congress that the officials are hiding behind their FOREIGN SOVERIGN IMMUNITY ACT. This can be validated under **RULE 4 J of the Federal Rules of Civil Procedures that ALL OF THE OFFICIALS IN THIS COUNTRY ARE ACTING UNDER A FOREIGN STATE. THEY ARE OPERATING OUTSIDE THE JURISDICTION OF THE UNITED STATES. NO CITY OR COUNTY CAN HEAR ANY CASES DEALING WITH CORPORATIONS**, and then the lower courts have jurisdiction over we the people.

**JUDICIAL NOTICE**

Comes now, the United States (hereinafter "Intervenor" ex relatione: Jeremy James Hendricks<sup>o</sup>, Citizen of ONE OF the United States of America (hereinafter "Relator") and hereby seeks to place upon the record in this Court his **Judicial Notice** in the above called/styled/titled civil action for reasons set out herein below, and shows the Court as follows; **ALL PARTIES ARE HEREBY NOTICED:**

Alleged Defendants in the above called/styled/titled civil action File # 007-0967-07 bring this **Judicial Notice** to cause the court **to take Judicial Notice** of the following:

Therefore, I, Jeremy James of the family, Hendricks Beneficiary, do hereby **appoint the Prosecutor D/B/A: D. Matt Hendricks and Peter Keim, and/or their successors, as the principal Fiduciary Trustees, as well as any of their assistants,** as co-Trustees for any judicial or administrative matter in which the JEREMY JAMES HENDRICKS *Cestui Que Vie* trust may be involved, past, present and future, and specifically for Case No. 007-0967-07, and I specifically appoint the Co-Trustees to settle and close the matter of any and all bonds, warrants, securities, hypothecations and related Instruments, hereinafter Accounts/Cases to date of inception, zeroing the account. Whereas, said fiduciary trustees' responsibilities are to exercise scrupulous good faith and candor towards, and for the benefit and on behalf of **JEREMY JAMES HENDRICKS**.

**FOR DEPOSIT<sup>1</sup> PURSUANT TO 48 Civil Federal Rules 2**

**RELIEF SOUGHT & CONCLUSION**

D. Matt Bingham and Peter Keim, and /or their successors, representing the Court d/b/a: In The 7<sup>th</sup> Judicial District Court Smith County,, knowingly and willingly, allow the STATE OF TEXAS to proceed against the Secured Party, committing a malfeasance of justice, through negligence and/or inadvertence to secure and present the Proper Parties, e.g. "THE STATE OF TEXAS" serve proper service of process on presentment or Indictment of a duly constituted Grand Jury, contrary to both State and Federal Constitutions. This Court did, in fact, "charge" JEREMY JAMES HENDRICKS, a DEBTOR (hereinafter and in any context relating to any action "Debtor"), and a governmentally created Fiction, existing for Commercial purposes only, existing in contemplation of Law, and non-existent.

This Secured Party is the Holder-In-Due-Course and has established an un-rebuttable Superior Claim over that of the STATE OF TEXAS, concerning the Debtor. Furthermore, STATE OF TEXAS cannot state a claim against DEBTOR JEREMY JAMES HENDRICKS.

**It is well within this COURT's discretion to Order the following request for relief:**

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1) Black's law dictionary 8th edition page 471 "Deposit" 3.5 under civil law [Cases: Bailment 2. C.J.S. Bailments §§ 5, 14, 16-18]. Also [1. C.J.S. Bailment §§ 1. C.J.S. Bailment §§ 2-13, 15, 19, 22-24, 31. ] 2) Reference: <http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200348>

1. That the STATE OF TEXAS: IN THE 7<sup>th</sup> Judicial District Court Smith County, Cause No: 007-0967-07 is vacated for want of any Subject Matter Jurisdiction and Dismiss with Prejudice.
2. That the Secured Party, Jeremy James Hendricks ©, be DISCHARGED from the custody of any/all STATE OF TEXAS AGENCIES.
3. D. Matt Bingham and Peter Keim and/or their successors, shall exhaustively/thoroughly investigate/research all public and private electronic databases on the internet (including STATE and FEDERAL) ensuring the removal of any and all information and documentation related to the Secured Party, Jeremy James Hendricks and the Ens legis, JEREMY JAMES HENDRICKS; regarding any and all relation to the unlawful incarceration of each.
4. D. Matt Bingham and Peter Keim and/or their successors, shall pay Compensation Damages to Secured Party, Jeremy James Hendricks, for lost wages, lost retirement time computations and other employment financial benefits, at \$50,000.00 per year during the years served of unlawful incarceration, resulting in SUM CERTAIN of total amount until released.
5. D. Matt Bingham and Peter Keim and/or their successors, shall pay Punitive Damages to Secured Party, Jeremy James Hendricks, \$1,000,000.00 per year for years served of unlawful incarceration, for physical, emotional and psychological pain/trauma; including various personal losses, resulting in SUM CERTAIN.
6. D. Matt Bingham and Peter Keim and/or their successors, must prove and provide on the record that she had neither any jurisdiction nor any Law that can supersede the Holder-In-Due-Course Priority Claim. If D. Matt Bingham and Peter Keim and/or their successors, states any Law, please have them for the record showing any/all Certifications of Statutes that they may use.
7. D. Matt Bingham and Peter Keim and/or their successors, **cannot provide any of the above, Secured Party Jeremy James Hendricks request a Hearing to appoint D. Matt Bingham and Peter Keim and/or their successors as Trustee of JEREMY JAMES HENDRICKS and released/discharged from any and all, alleged obligations to the STATE OF TEXAS.**
8. **Upon appointment as Trustee of Jeremy James Hendricks, D. Matt Bingham and Peter Keim and/or their successors assume all alleged obligations to the STATE OF TEXAS including, but not limited to, incarceration for failure to fulfill any and all contractual obligations.**

Executed by my own hand this 29<sup>th</sup> day of June 2016.

Jeremy James Hendricks

Jeremy James Hendricks, In Propria Persona

Trade Name Owner, Holder-In-Due-Course

Of the CORPORATE FICTION: JEREMY JAMES HENDRICKS

**CERTIFICATE OF SERVICE**

I, Jeremy James Hendricks has served the following via U.S. Mail as follows:

United States District Court (x3)  
In The Eastern District of Texas  
Attn: Clerk  
211 West Ferguson St. Room 106  
Tyler Texas [75702]

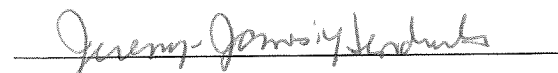
D. Matt Bingham  
100 N. Broadway 4<sup>th</sup> floor  
Tyler Texas [75781]

*Certified mail # 7015 0640 0003 5702 8118*

Peter Keim  
100 N. Broadway 4<sup>th</sup> floor  
Tyler Texas [75781]

*Certified mail # 7015 0640 0003 5702 8095*

On this 29<sup>th</sup> day of June 2016.

  
\_\_\_\_\_  
Jeremy James Hendricks ©  
In Propria Persona